



Support Vehicles – SUV

Invitation for Bids

Charleston, South Carolina

Date: March 8, 2021

Due Date: March 24, 2021

Time: 3:00 P.M. EST

Receipt Location:

BCD Council of Governments

Attn: Jason McGarry

5790 Casper Padgett Way

North Charleston, SC 29406

SOLICITATION #: RTMA2021-01: Support Vehicles: 5 Passenger SUV

SUBMIT OFFER BY (Opening Date/Time): **March 24, 2021 by 3:00 PM**
(See "Deadline For Submission Of Offer" provision)

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **March 15, 2021 by 3:00 PM**
(See "Questions From Offerors" provision)

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy.

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 180 calendar days after the due date	
NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt)
<input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Phone Number
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF ADDENDUM							
Offerors acknowledges receipt of addendums by indicating addendum number and its date of issue.							
Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

INTRODUCTION

The Berkley Charleston Dorchester Rural Transportation Management Authority (BCD-RTMA) d.b.a. TriCounty Link is seeking bids for the purchase of four (4) 5-passenger SUVs with the minimum specifications outlined in Section D.

BACKGROUND

The TriCounty Link system is comprised of 10 regular fixed routes and 6 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the nine fixed routes follows a published schedule, each route also includes a route deviation option. The driver may go off the fixed route up to one-quarter mile to pick up customers that cannot meet the bus at designated stop locations. We are also a flag-stop system and will pick up customers between the scheduled stops along each of the fixed routes. For additional information, please visit <http://ridetricountylink.com/>.

SPECIAL INSTRUCTIONS

A. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 P.M. EST, March 24, 2021**, after which time will be publicly opened and read.

B. TIME/TERM OF AGREEMENT:

A purchase order will be awarded to the Bidder whose bid will be most advantageous; price and other factors considered. If submitting multiple vehicle options, each vehicle configuration should be submitted on an individual "Bidders Response Sheet" and include as a single Bid submittal.

Bidder warrants and represents that they must adhere to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

C. DELIVERY:

Delivery shall be made to TriCounty Link located at 305 Heatley St Moncks Corner, SC 29461.

The vehicle and any and all associated equipment and/or accessories shall be shipped/delivered via the best means so as to arrive at TriCounty Link on time. TriCounty Link or its employees shall not be liable for any damages to the vehicle or any and all associated equipment resulting from packaging or transportation.

D. SCOPE OF SERVICES

1.0 GENERAL OVERVIEW

It is the intent of this specification to describe a sports utility vehicle (SUV) in sufficient detail to secure bids on comparable equipment. All parts not specially mentioned, which are necessary to provide a complete vehicle, shall be included in the bid and shall confirm in strength and quality of material workmanship to what is usually provided to the trade in general. The vehicle shall be new, currently advertised, standard production unit with all of the standard equipment.

2.0 SCOPE OF SERVICES

This bid specification covers a new commercially produced five passenger SUV.

A. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications indicated herein must be clearly noted, in writing; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a vehicle meeting these specifications. Any exceptions taken shall be listed by number and noted on the exception section of the Bidders Response Form".

B. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested on the bid form. In addition, the bidders shall supply one (1) complete set of descriptive literature and complete specifications covering the products offered.

C. WARRANTY

Manufacturer's warranty shall be a minimum of three (3) years or thirty-six thousand (36,000) miles Bumper to Bumper and a minimum of five (5) years fifty thousand (50,000) miles powertrain warranty.

3.0 SPECIFICATIONS

1. Drivetrain: Front Wheel Drive
2. Transmission: Electronic Automatic
3. Power Windows and Locks
4. Power Steering
5. Cruise Control w/ Steering Wheel Controls
6. Auto On/Off Headlights
7. Carpet, Dark Interior Cloth Seats
8. Carpeted Floor Mats
9. Single Zone Climate Control
10. Minimum Passenger Capacity: 5
11. Passenger Doors: 4
12. Body Style: Sport Utility
13. Exterior Color: White/Neutral Color
14. Air Conditioning/Heat
15. Brakes – 4 Wheel ABS
16. Tires – All Season, All Terrain
17. Driver and Passenger Side Airbags
18. Back-Up Camera
19. Bluetooth Connectivity
20. Spare Tire

3.1 DOCUMENTATION

1. Service Manual
2. Temporary Vehicle License Tags

BIDDER'S RESPONSE SHEET
(To Be Completed by Bidder)
Page 1 of 2

Bidder Name: _____

The undersigned hereby offers to furnish all materials, supplies, equipment, and labor necessary to deliver Four (4) Sports Utility Vehicles (SUV) to TriCounty Link. Please note TriCounty Link is exempt from IMF fees. Please submit separate Bidders Response Sheets if quoting different trim levels.

BID PRICES:

<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
1	Sports Utility Vehicle (Per Specification) Model Year _____ Mfr, Make and Model Bid: _____ Delivery Date: _____ days after receipt of PO.	\$ _____

Respectfully submitted this _____ day of _____ 2021.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

BIDDER'S RESPONSE SHEET
(To Be Completed by Bidder)
Page 2 of 2

Statement of Equipment Option(s) – additions and/or deductions that are available but are not included in the pricing stated above: Provide a detailed description and pricing, if appropriate, of equipment option(s) available that is offered but not listed in Specifications attached.

*Use the area below to note any alternatives to the equipment specified and pricing associated with each equipment option. If additional equipment is required and/or must be purchased in conjunction with alternative or optional equipment, it must be specified at time of bid. Use additional pages if necessary.

Upgrade to Leather Seating: \$ _____

Upgrade from base model \$ _____

- Specifications: _____
- _____
- _____

Additional options not included in base vehicle cost:

Extended Warranty: _____

FEDERAL TERMS & CONDITIONS

Section 1.01 No Federal Government Obligation to Third Parties

BCD-RTMA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 1.02 False Statements or Claims Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 1.03 Access to Third Party Contract Records

Contractor agrees to provide BCD-RTMA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until BCD-RTMA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Section 1.04 Changes to Federal Requirements

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreements between BCD-RTMA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Section 1.05 Termination

Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities onto perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient)

Section 1.06 Civil Rights

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. §6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part

1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Section 1.07. Disadvantaged Business Enterprise (DBE)

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Section 1.08 Incorporation of FTA Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any BCD-RTMA requests which would cause BCD-RTMA to be in violation of the FTA terms and conditions.

Section 1.09 Debarment and Suspension

If this Contract is in excess of \$100,000 the terms of the Department of Transportation regulations, Suspension and Debarment of Participants in DOT Financial Assistance Programs, 49 C.F.R. Part 29 are applicable to this Project. No firms or persons ineligible there under shall be utilized in the project. The Contractor shall comply, and assure compliance by each of its subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, Debarment and Suspension, 31 U.S.C. sect 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

Section 1.10 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Section 1.11 Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of BCD-RTMA. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of BCD-RTMA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Unless otherwise directed by BCD-RTMA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Section 1.11 Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 1.12 Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Contractor agrees to report each violation to BCD-RTMA and understands and agrees that BCD-RTMA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 1.13 Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to BCD-RTMA and understands and agrees that BCD-RTMA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Section 1.14 ADA Access

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49

C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendment.

Section 1.15 Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.